

ORIGINAL
(n/c)

DANIEL CAREY, ROBERT HELD,))
and LLOYD HILL))

Plaintiffs,))

ALLIED PILOTS ASSOCIATION,))
14600 Trinity Boulevard))
Suite 500))
Fort Worth, Texas 76155))

Defendant))

Cause No. _____

4-030V-277-Y

DECLARATION OF SAM BERTLING

STATE OF TEXAS ,

COUNTY OF TARRANT ,

1. My name is Samuel J. Bertling. I am a pilot with American Airlines and a member in good standing with the Allied Pilots Association (APA) since 1993. I was furloughed from November 1993 to January 1996.
2. I am currently a member of the APA Negotiating Committee and Scope Committee. As a member of these committees, I was party to the negotiations of the 2003 Tentative Agreement and was intimately involved with the negotiation of Section 1 (the "Scope Clause") of that proposed agreement.
3. On March 31, 2003, negotiations between the APA and American Airlines (the Company) resulted in material agreements on the collective bargaining agreement. Sections of the contract that had been substantially changed (e.g., Sections 9, vacation, and 18, reserve) had preliminary contract language drafted prior to the conclusion of negotiations. Section 1 was the one exception to this and that language was final on April 1, 2003. For sections that were minimally modified, summaries of the changes were published immediately and contract language was published as it was finalized. This took place over a two to three day period. On April 1, 2003, at or about 10:30 a.m., the language for most section of the proposed agreement was posted on the APA web site.

4. This language became the basis for all "road shows" used to inform the pilots of the contents of the Tentative Agreement. Additionally, the Section 1 language was included in a "Special Report" published by APA and mailed to all pilots.
5. On April 8, 2003, I was approached at the Chicago "road show" by an individual who introduced himself as Rob Held. Mr. Held then proceeded to ask me questions and make references regarding the new Scope Clause. Upon reviewing the document he was referencing, I informed him that he did not have a copy of the agreed upon language. When asked where he had obtained his version, he made vague reference to downloading it from the APA web site. In trying to determine when precisely it was obtained and how this language could have been on the APA web site, I attempted to get more information from Mr. Held. Unfortunately, he was unable to provide me with adequate detail. It is nearly impossible for me to understand how this was downloaded from the APA web site as any language posted on the web site bore no resemblance to his document.
6. Further clarification of the contractual language continues, as it will for some time. To expect a universally understood and interpreted document is rather unrealistic. As APA has provided information, summaries or finalized contractual language to its members, the underlying intent has never changed. Rather, greater and greater detail has been provided on implementation aspects.
7. In addition to giving the membership greater detail on the contract, APA also provided greater detail of what we could expect in bankruptcy. Published on the web site were pieces of information such as the UAL bankruptcy agreement and the concessions desired by the Company should bankruptcy become a reality for us (the so-called "1113 term sheet"). This term sheet is attached as Exhibit 1. APA also relayed information at the road shows about the Company's anticipated operational changes in the event of a bankruptcy. This information is attached as Exhibit 2. All of this was done to give the members adequate information in order to vote.
8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 13th day of APRIL, 2003.



SAMUEL J. BERTLING, DECLARANT

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served this 14th day of April, 2003, by the means specified below, addressed to the following:

David H. Bodian (Via certified mail r.r.)
Bodian & Bodian, L.L.P.
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Eugene Zemp DuBose (Via Hand Delivery)
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Sanford R. Denison